

City of New York Police Dept. v Mega Rentals LLC

2025 NY Slip Op 35199(U)

December 29, 2025

Supreme Court, New York County

Docket Number: Index No. 450954/2025

Judge: Emily Morales-Minerva

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 42M

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CITY OF NEW YORK POLICE DEPARTMENT

INDEX NO. 450954/2025

Plaintiff,

MOTION DATE 09/19/2025

- v -

MEGA RENTALS LLC,

MOTION SEQ. NO. 001

Defendant.

**DECISION + ORDER ON
MOTION**

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 5, 6, 7, 8, 9, 10, 11, 12, 13

were read on this motion to/for JUDGMENT - DEFAULT

APPEARANCES:

Linebarger Goggan Blair & Sampson, LLC, New York, NY (Spencer Thomas McCord, Esq., of counsel), for plaintiff.

EMILY MORALES-MINERVA, J.S.C.

In this action, plaintiff CITY OF NEW YORK POLICE DEPARTMENT moves, by notice of motion (sequence number 01), pursuant to CPLR § 3215, for a default judgment against defendant MEGA RENTALS LLC. Defendant does not appear or submit opposition to the motion.

Now, upon review of the application and supporting materials, the Court grants the motion (seq. no. 01).

When a defendant fails "to appear, plead or proceed to trial of an action reached and called for trial, or when the court orders a dismissal for any other neglect to proceed, the

plaintiff may seek a default judgment against [the defendant]" (CPLR § 3215 [a]). To establish entitlement to a default judgment, plaintiff must file (1) proof it served defendant with the summons and complaint, and (2) "proof of the facts constituting the claim, the default, and the amount due . . . by affidavit made by the party" (CPLR § 3215 [f]; see also Woodson v Mendon Leasing Corp., 100 NY2d 62, 70 [2003] [providing that "an applicant for a default judgment [must] file 'proof by affidavit made by the party of the facts constituting the claim'"]; 231st Riverdale LLC v 7 Star Home Furniture Inc., 198 AD3d 524, 525 [1st Dept 2021]; Feffer v Malpeso, 210 AD2d 60 [1st Dept 1994]).

In matters of default, where "the defendant fail[s] to appear, and the plaintiff does not have the benefit of discovery, the supporting affidavit need only allege enough facts to enable a court to determine that a viable cause of action exists" (Woodson, 100 NY2d at 70-71, citing 7 Weinstein-Korn Miller, NY Civ Prac ¶ 3215.24, at 32-326; see also B&H Flooring, LLC v Folger, 228 AD3d 809 [2d Dept 2024]). "Indeed, defaulters are deemed to have admitted all factual allegations contained in the complaint and all reasonable inferences that flow from them" (Woodson, 100 NY2d at 71, citing Rokina Opt. Co. v Camera King, 63 NY2d 728, 730 [1984]; see also Petty v Law Off. of Robert P. Santoriella, P.C., 200 AD3d 621, 621 [1st Dept

2021] [holding: "[B]y defaulting, a defendant admits all traversable allegations contained in the complaint, and thus concedes liability, although not damages"]).

However, "[s]ome proof of liability is . . . required to satisfy the court as to the prima facie validity of the uncontested cause of action,' but the standard of proof is 'minimal,' and 'not stringent'" (Petty, 200 AD3d at 621, quoting Joosten v Gale, 129 AD2d 531, 535 [1st Dept 1987]).

Here, plaintiff demonstrates its entitlement to entry of a default judgment against defendant by submitting, among other things, the affirmation of service (NYSCEF Doc. No. 04); the affidavit of additional service (NYSCEF Doc. No. 11); the police accident report (NYSCEF Doc. No. 08); the NYPD Fleet Services Body Shop invoice, documenting the total amount due (NYSCEF Doc. No. 08); affidavit of Jade Popo, Auto Mechanic at the NYPD Fleet Services Division and licensed Body Damage Estimator (NYSCEF Doc. No. 10); and an attorney affirmation, attesting to defendant's default (NYSCEF Doc. No. 06) (see CPLR § 3215 [f]; see also Licurgo-Villar v Samouha, 227 AD3d 619, 620 [1st Dept 2024]; Guzetti v City of New York, 32 AD3d 234 [1st Dept 2006]). Accordingly, plaintiff has demonstrated entitlement to judgment by default in the total amount of \$203,291.44, together with statutory costs and disbursements.

Accordingly, it is hereby

ORDERED that plaintiff's CITY OF NEW YORK POLICE DEPARTMENT motion (seq. no. 001) for a default judgment against defendant MEGA RENTALS LLC is granted; it is further

ORDERED that the Clerk of Court is directed to enter judgment in favor of plaintiff CITY OF NEW YORK POLICE DEPARTMENT and against defendant MEGA RENTALS LLC in the amount of \$203,291.44, with costs and disbursements as calculated by the Clerk of Court; it is further

ORDERED that, within twenty days from the date of this decision and order, plaintiff shall serve a copy of this order, with notice of entry, upon defendant, as well as on the Clerk of the Court, who shall enter judgment accordingly; and it is further

ORDERED that the Clerk of Court shall mark the file accordingly.

THIS CONSTITUTES THE DECISION AND ORDER OF THE COURT.

12/29/2025
DATE


EMILY MORALES-MINERVA, J.S.C.

CHECK ONE:

CASE DISPOSED
GRANTED
SETTLE ORDER
INCLUDES TRANSFER/REASSIGN

DENIED

NON-FINAL DISPOSITION
GRANTED IN PART
SUBMIT ORDER
FIDUCIARY APPOINTMENT

OTHER

REFERENCE